



HAMPTON ROADS TRANSIT

REQUEST FOR QUOTE

RFQ No. 18-78349

TIME COLLECTION DEVICE EQUIPMENT AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES

ISSUE DATE: June 1, 2018

QUOTE DUE DATE: June 13, 2018



RFQ No. 18-78349

Hampton Roads Transit has a need for the service described below. Please provide a quote in accordance with the attached solicitation.

Item/Service Needed: **Time collection device equipment and software maintenance and support services**

Type of Contract: Not-To-Exceed

Performance Period: One (1) base year, plus two (2) one-year options.

Basis of Award: Fair and reasonableness of pricing and ability to satisfy the Evaluation Criteria.

Attached Documents:

1. Scope of Work
2. Price Schedule
3. Evaluation Criteria
4. Terms and Conditions
5. Appendix C, Past Performance References

Quote Due Date: **June 13, 2018, 2:00 p.m. Eastern Standard Time.**
Response may be mailed and/or emailed to the following address:

Hampton Roads Transit
Attn: Fevrier Valmond
509 East 18th Street – Building 4
Norfolk, VA 23504
fvalmond@hrtransit.org

Important Notice:

Effective immediately upon release of this Request for Quotes (RFQ), and until notice of contract award, all official communications from proposers regarding the requirements of this RFQ shall be directed to the Contracting Officer identified below:

Fevrier Valmond, Senior Contract Specialist
Hampton Roads Transit
509 East 18th Street, Building 4
Norfolk, VA 23504
Attn: fvalmond@hrtransit.org
(757) 222-6000 Ext. 6260

SCOPE OF WORK

1. General Information

HRT currently utilizes Workforce 5200 Time Clocks to gather punched time for its maintenance staff. TimeLink Direct Edition software is currently utilized to collect punched time from Workforce 5200 Time Clocks system and integrates with PeopleSoft Human Capital Management (HCM) 9.1 to send punched time to PeopleSoft HCM's Time and Labor module for processing.

HRT is seeking quotes from qualified Contractors to provide on-going equipment support of the current Workforce 5200 Time Collection Devices and support for TimeLink Direct Edition software.

2. Scope of Work

The Contractor shall provide on-going support services, which includes the following:

1. Support for Workforce 5200 Time Collection Devices.
2. Warranty for repair and replacement of devices.
3. Certified automated interfaces to/from PeopleSoft HCM 9.1 Time and Labor module and TimeLink Direct (Time Reporter, Schedules, Restriction Profile and Punched Time).
4. Support assistance with issues regarding time collection, configuration, security, backup, recovery, etc.
5. Support services through helpdesk processes and maintenance plans.

3. Current Technical Environment supporting HCM and Time Collection

Category	Current Configuration
PeopleSoft HCM Application / PeopleTools Release	HCM 9.1 / PeopleTools 8.52/8.55 – Upgrading later this year to HCM 9.2 / PeopleTools 8.5.x (minimally 8.5.6)
Relevant Licensed PeopleSoft HCM Modules	<ul style="list-style-type: none"> • Human Resources • Time and Labor • North American Payroll
Time Collection Software	TimeLink Direct Edition Server V5 / TimeLink Direct Edition Workforce Access License License Count - 300
Time Collection Device	Workforce 5200 with HID Proximity Reader – Quantity - 11
Email	Server: Office 365 Client: Microsoft Outlook 2016 – Employee Desktop
Office Applications	Server: Office 365 Client: Microsoft Office 2016 – Employee Desktop

Web Browser	Internet Explorer 11 and Edge 25.10586 - Server <i>Note: Internet Explorer 11 and Edge – Employee Desktop</i>
Operating System for Application Servers	Windows 2008 R2 migrating to Windows Server 2016 Standard
Authentication	Microsoft Active Directory
Database	Oracle 11g upgrading to Oracle 12c

4. On-going Minimum Requirements

Req. ID	Item
1	Accurately and efficiently apply rules of personnel policy and contract regulations.
2	Solution is an Oracle Validated Integration.
3	Records timesheet data using time clocks with proximity badge readers.
4	Integrates with PeopleSoft HCM self-service for viewing time, time entry override, approval, and management reporting.
5	Ability to record actual daily time worked in real-time transactions through integration to PeopleSoft HCM Time and Labor v9.1/v9.2 and PeopleTools 8.52 through to 8.5x.
6	Time collection device to clearly acknowledge, either audibly and visually, that a log in/out, either via card swipe/read or alternate method, has been recorded and accepted.
7	All time collection devices support on-going integration with PeopleSoft Time and Labor and allowing for any device to be used for either clocking in or clocking out.
8	Ability to set number of minutes an employee can clock-in before start of scheduled shift.
9	Ability to support setting of "rounding rules" to define relation of actual clock in/out with allowable clock in/out.
10	Ability to integrate schedules from PeopleSoft Time and Labor v9.1/9.2 and PeopleTools 8.52 thru to 8.5x.
11	Ability to integrate payrules from PeopleSoft Time and Labor v9.1/9.2 and PeopleTools 8.52 thru to 8.5x.
12	Ability to track location of where an employee clocks in and out with a timecard.
13	Ability to report, audit, and meet record keeping requirements with ease and accuracy.
14	Ability to query/report in real-time and historical data.



15	Secure (SSL) connections between time collection devices, TimeLink Direct and PeopleSoft HCM 9.1 /9.2.
16	Ability to track and recover (reprocess) transactions in event data loss in PeopleSoft HCM 9.1/9.2.
17	Timeclocks ability to collect punch time while off-line.

END OF SECTION

PRICE SCHEDULE

TIME COLLECTION DEVICE EQUIPMENT AND SOFTWARE
MAINTENANCE AND SUPPORT SERVICES

Base Year	
Description	Annual Price
Annual Software Support Services	\$
Annual Equipment Support Services	\$
TOTAL BASE YEAR PRICE:	\$

Option Year 1	
Description	Annual Price
Annual Software Support Services	\$
Annual Equipment Support Services	\$
TOTAL OPTION YEAR 1 PRICE:	\$

Option Year 2	
Description	Annual Price
Annual Software Support Services	\$
Annual Equipment Support Services	\$
TOTAL OPTION YEAR 2 PRICE:	\$



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PRICE SCHEDULE

SUMMARY (Base Year plus 2 Option Years)	
Description	Annual Price
Base Year	\$
Option Year 1	\$
Option Year 2	\$
TOTAL PRICE:	\$

Note:

1. Proposed pricing shall be fully loaded to include overhead, profit, and General & Administrative (G&A) costs. No other costs or fees will be entertained.

The undersigned hereby submits the above quote as an irrevocable offer to supply all services specified in **RFQ No. 18-76349**, as amended, in accordance with the terms of said RFQ, without exception or qualification.

OFFEROR

ADDRESS

CITY/STATE/ZIP

The undersigned certifies that he/she is an officer or responsible executive of the above firm and is fully authorized to submit this bid on said firm's behalf.

Name (Please Print)

Authorized Signature

Date

END OF SECTION



EVALUATION CRITERIA

Quote shall be evaluated on the fair and reasonableness of the proposed pricing, Contractor's qualifications and ability to meet the requirements of the Scope of Work.

TERMS AND CONDITIONS

This Contract shall be governed by all applicable local, state (Commonwealth of Virginia), and federal laws and regulations, including but not limited to those of the Federal Transit Administration.

1. TYPE OF CONTRACT

This is a service-based contract. Compensation to the Contractor shall be based upon pricing in the Price Schedule and services in accordance with the Scope of Work.

2. PERIOD OF PERFORMANCE

The term of the Contract shall be for a period of one (1) base year, plus two (2) one-year options.

3. OPTIONS

The initial base term of the Contracts shall be one (1) year from the date specified in the Notice of Award. HRT shall have the option to extend the Contract for up to two (2) additional years on the same terms and conditions and at prices set forth in the Price Schedule for the option years. HRT may exercise the option by giving written notice to the Contractor within thirty (30) days prior to the date on which this Contract would otherwise expire.

4. PAYMENTS

- a. Payment in full shall be made by the Commission upon receipt of a properly submitted and complete invoice following receipt of all deliverables in accordance with the Scope of Work.
- b. Mail original and one copy of all invoices to Accounts Payable, 3400 Victoria Blvd., Hampton, VA 23661 or acctspayable@hrtransit.org.

5. SAFETY

All contractors, subcontractors, and on-site representatives working near moving traffic, on the Commission's property or public roads, including right of way areas and vehicle yards, are required to wear a Type 2 vest. The vest shall be an outer garment and shall not be covered by anything, i.e. articles of clothing or a carrying bag, etc. Any substitutions such as Class 2 reflective Tee Shirts or reflective jackets must be pre- approved by the Commission's Department of Safety Security and Risk Management.

Upon request, Contractor or Subcontractor shall provide the Commission with a list of names and residential addresses for all on-site representatives or individuals provided with a security badge and/or key.

Upon entry into any Commission facility, all Contractors, Subcontractors, and on-site

representatives must comply with all OSHA Regulations and Commission policies for Personal Protective Equipment (PPE) such as safety glasses, work boots, and protective gloves.

6. INSPECTION, ACCEPTANCE, AND PAYMENT

Acceptance of this Contract by acknowledgement or by performance constitutes a binding Contract. The Contract shall then be construed according to the laws of the Commonwealth of Virginia. All material and services are subject to inspection and acceptance. Payment shall be made after acceptance and after receipt of a proper invoice; offered prompt payment discounts shall be calculated as of that date.

7. WARRANTY

Seller expressly warrants that all materials and work shall conform to the specifications, drawings, samples, or other descriptions herein; shall be merchantable of good materials and workmanship; free from obvious and latent defect; and sufficient for purposes intended.

8. PATENTS AND COPYRIGHTS

Seller agrees to defend, protect, and save harmless Commission, its successors, assigns, customers, and users of these products against all suits at law or in equity, and from all damages, claims, and demands for actual or alleged infringements by reason of use of the products ordered hereby.

9. PROHIBITED INTEREST

No member, officer, or employee of the Commission, during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this transaction or the proceeds thereof.

10. EXEMPTION FROM TAXES

The Commission is exempt from assessment, levy, and collection of all taxes. Certificates shall be furnished upon request.

11. DRUG-FREE WORKPLACE

The Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include such provisions in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

12. INSURANCE (APPLICABLE TO SERVICES AND CONSTRUCTION)

The Contractor shall maintain, during the entire period of performance under this Contract, a

\$1,000,000 limit for liability coverage (Commercial Auto & Commercial General Liability), and Virginia Statutory Limits for Workers' Compensation, and carry any other specific insurance coverages applicable to the work being performed, i.e., pollution cleanup and removal coverage if conducting environmentally hazardous operations, etc. Contractor agrees the Transportation District Commission of Hampton Roads (TDCHR) will be listed as an additional insured, when specifically requested by the Contracting Officer.

13. ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY CLAUSE

The Commission recognizes that environmental compliance involves everyone (both internal and external to the Commission), and expects its Contractors, Suppliers and Vendors to provide services in an environmentally-responsible manner. This includes, among other things, maximizing the use of recycled and recyclable materials and supplies, utilizing energy-efficient and non-polluting vehicles and equipment, and encouraging employee awareness of environmentally-sensitive activities in order to mitigate potential adverse impacts on the environment. The Commission is a signatory to both the International Association of Public Transport's Charter on Sustainable Development, and to the American Public Transportation Association's Sustainability Commitment. In addition, the Commission has instituted an Environmental Management System (EMS) that complies with the ISO 14001:2004 Standard. As such, it is the Commission's responsibility to make sure all of its Contractors, Suppliers and Vendors are informed of its Environmental Policy and EMS Program. Acceptance of this Contract constitutes acknowledgement of the information presented herein and included in the Commission's Environmental Compliance Briefing Package, which can be viewed at the following website: <http://www.gohrt.com/abouthrt/emsprogram.html>.

14. SAFETY SENSITIVE INFORMATION (SSI) DOCUMENTATION

Specific documents identified as SSI are any information or record whose disclosure may compromise the security of the traveling public, transit employees, or transit infrastructure. SSI may include data, documents, engineering drawings and specifications, and other records whose disclosure could increase the agency's risk of harm. Any of these documents produced for the agency by a Contractor/Consultant must adhere to the following distribution limitation statement specified in the FTA regulation to their document before submission, **"Warning: This record contains Sensitive Security Information that is controlled under 49 CFR Parts 15 and 1520. No part of this record may be disclosed to persons without a 'need to know,' as defined in 49 CFR Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other Action."**

15. DOCUMENTATION

Documentation produced by the Contractor/Consultant as a deliverable under this Contract, including but not limited to databases, reports, drawings, etc., shall be produced and submitted to

HRT in an editable electronic format, as well as, in print form upon consultation with HRT's Project Manager.

16. FEDERAL FUNDING AND INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions are required by the U.S. Department of Transportation (DOT), FTA or other public entities providing funding for this Contract, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, effective November 1, 2008, including amendments, modifications, or clarifications thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Commission requests, which would cause the Commission to be in violation of the FTA terms and conditions.

17. CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable regulations, policies, procedures and directives of the FTA, including without limitation those listed directly or by reference in the Master Agreement issued annually by FTA as entered into by the Commission and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

18. ACCESS TO THIRD PARTY CONTRACT RECORDS

The Contractor shall maintain records, and the Contracting Officer, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives, shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor, involving transactions related to this Contract, for the purpose of making audit, examination, excerpts and transcriptions. The Commonwealth of Virginia and any other public entity providing funding for this Contract shall have the same rights as provided to the parties named herein.

The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Contracting Officer, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such Subcontractor, involving transactions related to the subcontract, for the purpose of making audit, examination, excerpts and transcriptions. The Commonwealth of Virginia and any other public entity providing funding for this Contract shall have the same rights as provided to the parties

named herein.

19. CHANGES AND TERMINATION

Commission may make changes to or terminate this Contract. If changed, any difference in price or time for performance resulting from changes shall be equitably adjusted. If terminated, seller shall not incur new obligations after such notification and shall minimize further cost incurrence. Terminations shall be equitably adjusted.

20. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Commission, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include this provision in each subcontract, and to require Subcontractors to do likewise. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

22. FEDERAL ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

23. SUSPENSION AND DEBARMENT (applicable if over \$25,000)

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

24. CIVIL RIGHTS REQUIREMENTS

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2002d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
 - i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- ii. Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

In accordance with the Code of Virginia, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting the requirements of this section.

25. FLY AMERICA (applicable for foreign air transport or travel)

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining

why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

26. OWNERSHIP OF WORKS AND INVENTIONS

All documents, reports, recommendations, supporting documentation, works of authorship, inventions, improvements, data, processes, computer software programs and discoveries (hereafter called intellectual property or IP) conceived, created or furnished under this Agreement and paid for by HRT shall be the sole property of the Commission, with no rights of ownership in Contractor or any sub-consultants/sub-contractors. This Agreement shall operate as an irrevocable assignment by Contractor and sub-consultants/sub-contractors to the Commission of the copyright in any IP created, published or furnished to the Commission under this Agreement including all rights thereunder in perpetuity. Contractor and sub-consultants/sub-contractors shall not patent any IP conceived, created or furnished under this Agreement. Contractor and sub-consultants/sub-contractors agree to execute and deliver all necessary documents requested by the Commission to affect the assignment of the IP to the Commission or registration or confirmation of the Commission's rights in or to IP under the terms of this Agreement. Contractor agrees to include the provision in all its sub-contracts under this Agreement.

27. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS (NOT APPLICABLE)

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=216cbcd1c756a3152d907459a7dfadf0&node=pt49.1.26&rgn=div5>

Virginia's Small, Women and Minority Owned Business Certifications (SWaM/MBE/WBE) ARE NOT an acceptable substitution for FTA's required DBE certification.

Throughout the term of this Contract, Contractor shall have a continuing obligation to attain the DBE goal it committed to in its offer, as may be adjusted to reflect modifications to the Scope of Work from time to time. Failure to do so may result in the imposition of sanctions up to and including termination for default.

The Contractor shall submit the required Appendix A, Form E, Schedule of DBE Participation, on a monthly basis directly to HRT's DBE Project Manager. As part of the flow down requirements, Contractor shall require that all DBE Subcontractors submit the required Appendix A Form E-2, DBE Subcontractor Monthly Report, directly to HRT's DBE Project Manager on a monthly basis.

28. PROMPT PAYMENT

1. The Contractor agrees to pay each Subcontractor under this prime Contract for satisfactory performance of its Contract no later than ten (10) days from the receipt of each payment the Contractor receives from the Commission. The Contractor agrees further to return retainer payments to each Subcontractor within thirty (30) days after the Subcontractor's work is satisfactorily completed and corresponding retainage is released by the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to DBE and non-DBE Subcontractors.
2. If the Contractor fails or refuses to comply with the terms of this Program, as it is set forth in such Contractor's Contract, the Commission will issue an order stopping all or part of payment and/or work until satisfactory action has been taken. If the Contractor still fails to comply, the Commission may issue a termination for default proceeding.

END OF SECTION